

#72.00

DONELAN, CLEARY, WOOD & MASER, P.C.

ATTORNEYS AND COUNSELORS AT LAW

SUITE 750

1100 NEW YORK AVENUE, N.W.
WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

TELECOPIER: (202) 371-0900

RECORDATION NO. 15818-C FILED

AUG 21 '97

1-56 PM

August 21, 1997

RECORDATION NO. 15818-C

Dear Mr. Williams:

On behalf of ELM-Central Rail Leasing Company, L.P., I submit for filing and recording under 49 U.S.C. § 11301(a) and the regulations applicable thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment of Master Equipment Lease Agreement No. 1 as Supplemented and Amended and Equipment Restatement ("Assignment") dated as of August 18, 1997.

The parties to the Assignment are as follows:

State Street Boston Leasing Company, Inc.
225 Franklin Street
Boston, MA 02101 - ASSIGNOR (index in yellow pages)

ELM-Central Rail Leasing Company, L.P.
Suite 112
One Tiffany Point
Bloomington, IL 60108 - ASSIGNEE/NEW LESSOR (index in white pages)

The said Assignment, among other things, acts (i) to assign to the Assignee all right, title and interest of the Assignor in and to that certain Master Equipment Lease Agreement No. 1, related Rental Schedule No. A-1 and Certificate of Inspection and Acceptance and Guaranty Agreement, recorded respectively, under Recordation Nos. 15818, 15818-A and 15818-B, (ii) changes the current Lessee and the current Guarantor to Praxair, Inc. and (iii) reduces from twenty-five (25) to twenty-four (24) tank cars covered by the aforesaid Master Equipment Lease Agreement No. 1. and the Assignment should be recorded under the next available letter under Recordation No. 15818 which we believe will be "-C",

The equipment covered by the instant Assignment is the equipment remaining in the above-mentioned Master Equipment Lease Agreement No. 1, namely twenty-four (24) of the tank cars, LCIX 2541-2548 and LCIX 2550-2565.

AUG 21 1 56 PM '97

RECEIVED
SURFACE TRANSPORTATION
BOARD

Counterpart - Oldham

Honorable Vernon A. Williams

August 21, 1997

Page 2

A short summary of the Assignment to appear in the Surface Transportation Board Index is as follows:

"Assignment of Lessor's interest to Assignee in above Master Equipment Lease Agreement No. 1, related Rental Schedule No. A-1 and Certificate of Inspection and Acceptance and Guaranty Agreement, changes name of current Lessee and Guarantor to Praxair, Inc. and reduces from 25 to 24 tank cars covered, namely LCIX 2541- 2548, LCIX 2550-2565."

Please index separately the name of the above-mentioned Assignee in the Surface Transportation Board "Vendee/Assignee" Index book ("white pages") as follows:

Index under ELM-Central Rail Leasing Company, L.P., saying, "See Recordation No. 15818-C."

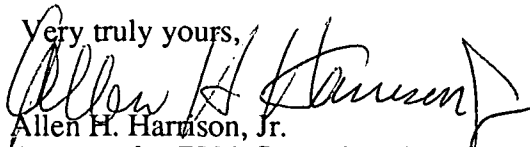
Please index separately the name of Praxair, Inc., the current Lessee and Guarantor, in the Surface Transportation Board "Vendor/Lessor" Index book ("yellow pages") as follows:

Index under Praxair, Inc., saying, "See Recordation No. 15815-C."

Please enter an indexing reference under THIS filing, saying, "See Recordation No. 20830 for lien."

Enclosed is a check in the amount of seventy-two dollars (\$72.00) in payment of the filing fee (\$24.00) and the fees (\$48.00) for the requested indexing under Praxair, Inc. and the index reference under the instant Recordation No.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter/fee receipt from the Surface Transportation Board acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,

Allen H. Harrison, Jr.
Attorney for ELM-Central Rail Leasing
Company, L.P. for the purpose of this filing.

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Enclosures

BY HAND

8399-020

SURFACE TRANSPORTATION BOARD
WASHINGTON, D. C. 20423-0001

OFFICE OF THE SECRETARY

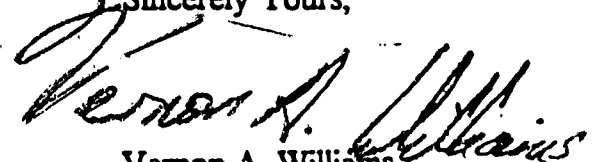
Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, PC
1100 New York Avenue, NW., Ste. 750
Washington, DC., 20005-3934

DATE: 8/21/97

Dear Sir;

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301
and 49 CFR 1177.3 (c), on 8/21/97 at 1 56PM, and
assigned recordation number(s) 15818 C. (2 cross index).

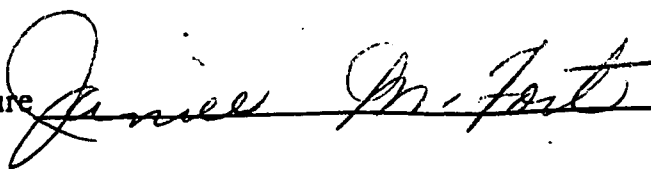
Sincerely Yours,


Vernon A. Williams
Secretary

Enclosure(s)

\$72.00 The amount indicated at the left has been received in payment of a fee in
connection with a document filed on the date shown. This receipt is issued for the amount paid.
In the event of an error or any questions concerning this fee, you will receive a notification after
the Surface Transportation Board has an opportunity to examine your document.

Signature



RECORDATION NO. 15818-C
FILED
AUG 21 '97
1-56 PM

assgnf.doc
8.12.97

ASSIGNMENT OF
MASTER EQUIPMENT LEASE AGREEMENT NO. 1
AS SUPPLEMENTED AND AMENDED,
and EQUIPMENT RESTATEMENT

THIS ASSIGNMENT ("Assignment"), dated as of August 18, 1997, between State Street Boston Leasing Company, Inc., a Massachusetts corporation, having a place of business at 225 Franklin Street, Boston, Massachusetts 02101 (the "Assignor") and ELM-Central Rail Leasing Company, L.P., a Delaware limited partnership, having a place of business at Suite 112, One Tiffany Point, Bloomingdale, Illinois 60108 (the "Assignee"), is entered into pursuant to an Equipment Lease Purchase Agreement (the "Purchase Agreement"), dated as of August 13, 1997, between Assignor and Assignee.

WHEREAS, Assignee and Assignor desire to enter into this Assignment pursuant to which Assignor will convey to Assignee, and Assignee will acquire from Assignor all of Assignor's right, title and interest in and to a certain Master Equipment Lease Agreement No. 1, dated as of September 9, 1988 (the "Initial Lease"), between Assignor, as Lessor, and Praxair, Inc. (successor by merger to Liquid Carbonic Industries Corporation, a Delaware corporation, which was a successor by merger to Liquid Carbonic Carbon Dioxide Corporation, a Delaware corporation, the initially-named lessee), a Delaware corporation, as Lessee (the "Lessee"), recorded September 15, 1988 with the Interstate Commerce Commission (now Surface Transportation Board) under Recordation No. 15818, as amended by Master Equipment Lease Agreement No. 1 Amendment (collectively, with the Initial Lease, the "Master Agreement"), dated February 7, 1997, under which Assignor has leased certain rail tank cars to Lessee pursuant to Rental Schedule No. 1 and Certificate of Inspection and Acceptance dated as of September 9, 1988 (the "Schedule"), such Master Agreement and Schedule, together with all extensions, amendments, modifications, supplements and documents, excluding the Guaranty referred to below and the Excluded Payments (as defined in the Purchase Agreement), delivered in connection therewith or pursuant thereto, a copy of which is attached to the Purchase Agreement as Exhibit A, are hereinafter collectively referred thereto as the "Lease;"

WHEREAS, the Lease is guaranteed by Praxair, Inc. (the "Guarantor"), successor guarantor to the Initial Lease and Schedule guarantor, Liquid Carbonic Industries Corporation, pursuant to a Guaranty Agreement dated as of February 7, 1997 (the "Guaranty"), a copy of which is included as part of Exhibit A attached to the Purchase Agreement; and

WHEREAS, Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in and to the equipment covered by the Lease (the "Equipment").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, grants, conveys, transfers, and sets over unto Assignee, including all rights, powers, privileges, and other benefits of Assignor as lessor under the Lease, all of Assignor's rights, title and interests in and to (i) the Lease; (ii) the Guaranty; (iii) all contracts of insurance pertaining to the Lease (collectively, with the Lease and the Guaranty, the "Assigned Contracts"); (iv) all rental charges and other monies which are

payable, due, or to become due under the Lease after the date hereof; and (v) all proceeds with respect to the foregoing (but in each case excluding only the Excluded Payments).

2. Assignor warrants and covenants that (a) the execution and delivery of this Assignment has been duly authorized, and this Assignment is and will remain the valid and binding obligation of Assignor enforceable against Assignor in accordance with its terms (subject only to bankruptcy, insolvency and reorganization laws and other laws governing the enforcement of lessors' or creditors' rights or by general equitable principles), (b) Assignor has not executed any other assignment of the Assigned Contracts or any of them and any right to receive payments under the Assigned Contracts is free and clear of any and all liens or encumbrances created or suffered by any act or omission on the part of Assignor, and (c) Assignor has delivered to Assignee all executed counterparts of the Assigned Contracts in its possession.

3. Assignor will not accept the return of, or retake, recapture or repossess any of the Equipment; provided, however, should Assignor receive any of the Equipment, Assignor will (i) promptly notify Assignee of such event in writing, and (ii) receive, at Assignee's cost and expense, such Equipment as an agent of Assignee.

4. Assignor will not accept the return of any rental charges or other monies (including insurance proceeds with respect to the Equipment) payable, due, or to become due, to Assignee under the Assigned Contracts, except any Excluded Payments; provided, however if Assignor does receive any such monies, Assignor will (i) promptly notify Assignee of such event in writing, and (ii) receive such monies as an agent of Assignee.

5. As to any of Assignor's rights with respect to the Assigned Contracts or the Equipment existing prior to the effectiveness of this Assignment (except as to any Excluded Payments), Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney (except with respect to the Excluded Payments) with full power or substitution for it, and in its name, place and stead, without notice to Assignor and without affecting Assignor's liability hereunder, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable under the Assigned Contracts, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could itself do (but without in any way imposing any obligation upon Assignor), and otherwise to enter into any settlement, extension, forbearance or other modification with respect to the Assigned Contracts, or discharge or release Lessee or any other person from its obligations thereunder.

6. Assignor covenants and agrees with Assignee on behalf of itself and its successors and assigns that from and after the date of this Assignment it shall save and hold Assignee harmless, and defend Assignee's rights to the Assigned Contracts and the rights and title to the Equipment, from and against, and indemnify and defend Assignee with respect to, any and all damages, losses, liabilities, claims and expenses suffered or incurred by Assignee, to the extent, but only to the extent, arising directly or indirectly out of or in connection with this Assignment, or any documents delivered by Assignor to Assignee hereunder, and any other matter arising out of or relating to any transaction contemplated by, or effected pursuant to,

this Assignment or the Purchase Agreement to the extent, but only to the extent, arising out of the alleged rights existing prior to the date hereof or rights resulting from or through acts or omissions of Assignor subsequent hereto and thereto.

7. Assignor hereby assigns to Assignee its rights in any and all warranties of and other claims against (collectively, the "Warranties"), dealers, manufacturers, vendors, contractors and subcontractors relating to the Equipment and all Equipment indemnities with respect to patent infringements and other related general intangibles, and, in this regard, Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney with full power or substitution for it, and in its name, place and stead, without notice to Assignor, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable with respect to such Warranties.

8. Assignor and Assignee agree that one railroad tank car, Identification No. LCIX 2549, initially subject to the Lease as of September 9, 1988, has suffered a Casualty Occurrence (as that term is defined in the Lease), and, accordingly, the aggregate existing Equipment subject to the Lease is as described on Annex A attached hereto.

9. This Assignment is absolute and irrevocable and shall be governed by the laws of the State of Illinois, without giving effect to its choice of law rules.

10. Assignor and Assignee agree that each will execute all such supplemental instruments as Assignor or Assignee may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

11. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent permitted under the Purchase Agreement.

12. This Assignment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date written above.

State Street Boston Leasing Company, Inc., Assignor

By: _____

Title: _____

ELM-Central Rail Leasing Company, L.P., Assignee

By: ELM Corporation, General Partner

By: _____

Robert F. Mack, President

Annex A
to
ASSIGNMENT OF
MASTER EQUIPMENT LEASE AGREEMENT NO. 1
AS SUPPLEMENTED AND AMENDED
and EQUIPMENT RESTATEMENT

Number of Units, Description and Identification Numbers:

TWENTY FOUR (24) Railroad Tankcars Manufactured By Union Tank Car Company, AAR
Number 105A500W, with the following Identification Numbers:

LCIX	2541
LCIX	2542
LCIX	2543
LCIX	2544
LCIX	2545
LCIX	2546
LCIX	2547
LCIX	2548
LCIX	2550
LCIX	2551
LCIX	2552
LCIX	2553
LCIX	2554
LCIX	2555
LCIX	2556
LCIX	2557
LCIX	2558
LCIX	2559
LCIX	2560
LCIX	2561
LCIX	2562
LCIX	2563
LCIX	2564
LCIX	2565

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of August, 1997, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the _____ of ELM Corporation (being a corporation organized under the laws of Illinois), the General Partner of ELM-Central Rail Leasing Company, L.P., (being a limited partnership organized under the laws of Delaware and the limited partnership described in and which executed the above instrument), that he executed such instrument on behalf of said limited partnership by authority of such limited partnership's Agreement of Limited Partnership and that he acknowledges the execution of the said instrument as the free act and deed of said limited partnership and that the statements contained therein are true and correct in all respects.

(SEAL)

Notary Public

My commission expires on:

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

On this 15th day of August, 1997, before me appeared David L. Wright, to me personally known, who, being by me duly sworn (or affirmed), did say that ~~he~~ ^{he is the} St. Vincent President of State Street Boston Leasing Company, Inc. (being a corporation organized under the laws of Massachusetts and the corporation described in and which executed the above instrument), that he executed such instrument on behalf of said corporation by authority of the board of directors and that he acknowledges the execution of the said instrument as the free act and deed of said corporation and that the statements contained therein are true and correct in all respects.

(SEAL)

Evelyn L. O'Rourke
Notary Public

My commission expires on:

EVELYN L. O'ROURKE, Notary Public
My Commission Expires May 15, 1998

ASSIGNMENT OF
MASTER EQUIPMENT LEASE AGREEMENT NO. 1
AS SUPPLEMENTED AND AMENDED,
and EQUIPMENT RESTATEMENT

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WHEREAS, Assignee and Assignor desire to enter into this Assignment pursuant to which Assignor will convey to Assignee, and Assignee will acquire from Assignor all of Assignor's right, title and interest in and to a certain Master Equipment Lease Agreement No. 1, dated as of September 9, 1988 (the "Initial Lease"), between Assignor, as Lessor, and Praxair, Inc. (successor by merger to Liquid Carbonic Industries Corporation, a Delaware corporation, which was a successor by merger to Liquid Carbonic Carbon Dioxide Corporation, a Delaware corporation, the initially-named lessee), a Delaware corporation, as Lessee (the "Lessee"), recorded September 15, 1988 with the Interstate Commerce Commission (now Surface Transportation Board) under Recordation No. 15818, as amended by Master Equipment Lease Agreement No. 1 Amendment (collectively, with the Initial Lease, the "Master Agreement"), dated February 7, 1997, under which Assignor has leased certain rail tank cars to Lessee pursuant to Rental Schedule No. 1 and Certificate of Inspection and Acceptance dated as of September 9, 1988 (the "Schedule"), such Master Agreement and Schedule, together with all extensions, amendments, modifications, supplements and documents, excluding the Guaranty referred to below and the Excluded Payments (as defined in the Purchase Agreement), delivered in connection therewith or pursuant thereto, a copy of which is attached to the Purchase Agreement as Exhibit A, are hereinafter collectively referred thereto as the "Lease;"

WHEREAS, the Lease is guaranteed by Praxair, Inc. (the "Guarantor"), successor guarantor to the Initial Lease and Schedule guarantor, Liquid Carbonic Industries Corporation, pursuant to a Guaranty Agreement dated as of February 7, 1997 (the "Guaranty"), a copy of which is included as part of Exhibit A attached to the Purchase Agreement; and

WHEREAS, Assignor desires to sell and assign to Assignee all of Assignor's right, title and interest in and to the equipment covered by the Lease (the "Equipment").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby sells, assigns, grants, conveys, transfers, and sets over unto Assignee, including all rights, powers, privileges, and other benefits of Assignor as lessor under the Lease, all of Assignor's rights, title and interests in and to (i) the Lease; (ii) the Guaranty; (iii) all contracts of insurance pertaining to the Lease (collectively, with the Lease and the Guaranty, the "Assigned Contracts"); (iv) all rental charges and other monies which are

payable, due, or to become due under the Lease after the date hereof; and (v) all proceeds with respect to the foregoing (but in each case excluding only the Excluded Payments).

2. Assignor warrants and covenants that (a) the execution and delivery of this Assignment has been duly authorized, and this Assignment is and will remain the valid and binding obligation of Assignor enforceable against Assignor in accordance with its terms (subject only to bankruptcy, insolvency and reorganization laws and other laws governing the enforcement of lessors' or creditors' rights or by general equitable principles), (b) Assignor has not executed any other assignment of the Assigned Contracts or any of them and any right to receive payments under the Assigned Contracts is free and clear of any and all liens or encumbrances created or suffered by any act or omission on the part of Assignor, and (c) Assignor has delivered to Assignee all executed counterparts of the Assigned Contracts in its possession.

3. Assignor will not accept the return of, or retake, recapture or repossess any of the Equipment; provided, however, should Assignor receive any of the Equipment, Assignor will (i) promptly notify Assignee of such event in writing, and (ii) receive, at Assignee's cost and expense, such Equipment as an agent of Assignee.

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5. As to any of Assignor's rights with respect to the Assigned Contracts or the Equipment existing prior to the effectiveness of this Assignment (except as to any Excluded Payments), Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney (except with respect to the Excluded Payments) with full power or substitution for it, and in its name, place and stead, without notice to Assignor and without affecting Assignor's liability hereunder, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable under the Assigned Contracts, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could itself do (but without in any way imposing any obligation upon Assignor), and otherwise to enter into any settlement, extension, forbearance or other modification with respect to the Assigned Contracts, or discharge or release Lessee or any other person from its obligations thereunder.

6. Assignor covenants and agrees with Assignee on behalf of itself and its successors and assigns that from and after the date of this Assignment it shall save and hold Assignee harmless, and defend Assignee's rights to the Assigned Contracts and the rights and title to the Equipment, from and against, and indemnify and defend Assignee with respect to, any and all damages, losses, liabilities, claims and expenses suffered or incurred by Assignee, to the extent, but only to the extent, arising directly or indirectly out of or in connection with this Assignment, or any documents delivered by Assignor to Assignee hereunder, and any other matter arising out of or relating to any transaction contemplated by, or effected pursuant to,

this Assignment or the Purchase Agreement to the extent, but only to the extent, arising out of the alleged rights existing prior to the date hereof or rights resulting from or through acts or omissions of Assignor subsequent hereto and thereto.

7. Assignor hereby assigns to Assignee its rights in any and all warranties of and other claims against (collectively, the "Warranties"), dealers, manufacturers, vendors, contractors and subcontractors relating to the Equipment and all Equipment indemnities with respect to patent infringements and other related general intangibles, and, in this regard, Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney with full power or substitution for it, and in its name, place and stead, without notice to Assignor, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts which may be or become due or payable with respect to such Warranties.

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10. Assignor and Assignee agree that each will execute all such supplemental instruments as Assignor or Assignee may from time to time reasonably request in order to confirm or further assure the assignment made hereby and the provisions hereof.

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12. This Assignment may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

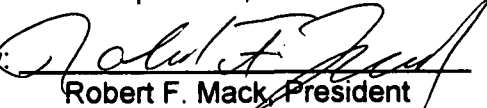
IN WITNESS WHEREOF, the undersigned have duly executed this Assignment as of the date written above.

State Street Boston Leasing Company, Inc., Assignor

By: _____
Title: _____

ELM-Central Rail Leasing Company, L.P., Assignee

By: ELM Corporation, General Partner

By: 
Robert F. Mack, President

Annex A
to
ASSIGNMENT OF
MASTER EQUIPMENT LEASE AGREEMENT NO. 1
AS SUPPLEMENTED AND AMENDED
and EQUIPMENT RESTATEMENT

Number of Units, Description and Identification Numbers:

TWENTY FOUR (24) Railroad Tankcars Manufactured By Union Tank Car Company, AAR
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LCIX	2556
LCIX	2557
LCIX	2558
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LCIX	2560
LCIX	2561
LCIX	2562
LCIX	2563
LCIX	2564
LCIX	2565

STATE OF Illinois)
COUNTY OF DeWitt) ss.: 334-32-9972

On this 13th day of August, 1997, before me appeared ROBERT F. MACK, to me personally known, who, being by me duly sworn (or affirmed), did say that he is the PRESIDENT of ELM Corporation (being a corporation organized under the laws of Illinois), the General Partner of ELM-Central Rail Leasing Company, L.P., (being a limited partnership organized under the laws of Delaware and the limited partnership described in and which executed the above instrument), that he executed such instrument on behalf of said limited partnership by authority of such limited partnership's Agreement of Limited Partnership and that he acknowledges the execution of the said instrument as the free act and deed of said limited partnership and that the statements contained therein are true and correct in all respects.

(SEAL)



Patricia E. Peterson
Notary Public

My commission expires on:

August 10, 2001

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss.:
)

On this _____ day of August, 1997, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that _____ he is the _____ of State Street Boston Leasing Company, Inc. (being a corporation organized under the laws of Massachusetts and the corporation described in and which executed the above instrument), that _____ he executed such instrument on behalf of said corporation by authority of the board of directors and that _____ he acknowledges the execution of the said instrument as the free act and deed of said corporation and that the statements contained therein are true and correct in all respects.

(SEAL)

Notary Public

My commission expires on: